

### **REMARKS**

Applicants have thoroughly considered the Examiner's remarks in the October 3, 2008 Office action and have amended the application to more clearly set forth aspects of the invention. Claims 1, 3-25, and 27-47 are presented in the application for further examination. Claims 1, 10, 25, and 33 have been amended by this Amendment A. Claims 2, 26 and 51-81 have been canceled by this Amendment. Reconsideration of the application claims as amended and in view of the following remarks is respectfully requested.

#### **Claim Rejections under 35 U.S.C. § 102**

Before addressing the Office action, Applicants would like to point out some basic differences between the invention and the prior art. In comparing the invention to the prior art, it should be noted that the invention is a centralized system in which centralized activity is accomplished on the central platform itself. This centralized activity is advantageous from the perspective of the participant because a participant having multiple accounts can access and/or consolidate the multiple accounts at one centralized platform location. This centralized activity is also advantageous from the perspective of the coordinator because a coordinator having responsibility for multiple programs can monitor, access and/or modify multiple programs at one centralized platform location. This centralized activity is also advantageous from the perspective of the administrator because an administrator implementing multiple programs can configure, track and/or modify multiple programs and/or multiple participant accounts at one centralized platform location. The dependent claims focus on many of these advantages.

In contrast, the prior art teaches a de-centralized system by which individual programs are downloaded and run individually on individual, separate platforms. Thus, the prior art does not recognize the advantages of a consolidated, centralized platform and instead focuses away from the invention by teaching independent programs and accounts.

Going now to the Office action, Claims 1-10, 13-33, 36-47, 51-68, 70-78, 80 and 81 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,061,660 (hereinafter "Eggleston"). According to M.P.E.P. 2131, a claim is anticipated "only if **each and every element as set forth in the claim is found**, either expressly or inherently described, in a single prior art reference." (*Verdegall Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987))(emphasis added). Additionally, MPEP 2143.03 requires

that "**all words** in a claim must be considered in judging the patentability of that claim against the prior art." (*In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970))(emphasis added). Applicants submit that the cited reference fails to teach each and every element of the claims.

Claims 1–9, 16–32, 38–47, 51–53, 55, 57–58, 63–68, 71–78 and 80–81

Amended independent claim 1 recites a system for extending the sales and use of a resource of programs comprising, among other things, a resource of programs for participation by participants, where each participant has one or more participant accounts and a platform for providing access to the resource of programs through one of more interfaces via a network. Claim 1 further recites, among other things, an administrative interface, a site coordinator interface and a participant interface, in combination, as follows (emphasis added):

**an administrative interface** for use by an administrator for interfacing with the platform, the administrative interface for permitting the administrator to:

access the programs via the platform,  
select for a client a particular program from the accessed programs,  
wherein the client has one or more client accounts and wherein the selected particular program is operated by the platform,  
configure the selected, particular program of the client,  
track the configured program of the client, and  
consolidate the client accounts of two or more programs of the client or  
consolidate participant accounts of two or more programs in which the  
participant is enrolled;

**a site coordinator interface** for use by a site coordinator for interfacing with the platform, the site coordinator interface for permitting the site coordinator to:

access a particular program via the platform,  
support the particular program of a client via the platform,  
administrate the particular program on the platform,  
track progress of the particular program on the platform,  
issue discretionary awards for the particular program from the platform,  
export data from the particular program on the platform,

calculate awards relating to the particular program on the platform, and fulfill orders of the particular program via the platform; and

**a participant interface** for use by participants of a particular program for interfacing with the platform, the participant interface for permitting each participant of the particular program to:

access the particular program via the platform; and  
review information relating to the accessed, particular program via the platform.

The system of claim 1 allows administrators, site coordinators, and participants access the programs **through the platform** using the appropriate interface. A program can be, but is not limited to, motivational programs, incentive programs, recognition programs, suggestion programs and service anniversary programs. (Specification, [0044]). An administrator sets up a program **through the platform** using an administrative interface on the platform, which permits an administrator to access the available programs, select a particular program for a client, configured the selected program, and thereafter track the configured program of the client. Fig. 1, element 104 illustrates an exemplary administrative interface. Additionally, the system allows provides a site coordinator interface **through the platform** for use by a site coordinator. Fig. 1, element 106 illustrates an exemplary site coordinator interface. A site coordinator has access to and/or control of the program for the client – a list of site coordinators is preferably determined by the administrator. (Specification, [0053]).

Site coordinators are different than administrators and may include, but is not limited to, client personnel that may be involved as participants as well. (*Id.*). The site coordinator interface permits, among other things, those functions indicated in amended independent claim 1. The system also provides a participant interface for use by participants of a particular program permitting a participant to access the particular program **through the platform** and review information relating to the particular program. Fig. 1, element 108 illustrates an exemplary participant interface. In this manner, the system of claim 1 allows an administrator, such as a value added reseller ("VAR"), to easily provide and track customized programs for its clients **through the platform**, while simultaneously allowing a client to administrate and manage aspects of its programs **through the same platform**.

The Examiner argues that Eggleston discloses the system of claim 1.

However, Eggleston indicates that:

The present invention provides a new incentive program and award system for using a computer network, preferably the Internet, to provide consumer access to expanded incentive programs using a conventional computer, to permit sponsors to build, buy, store, modify, offer, track and administer incentive programs and to permit sponsors and retailers to offer improved award fulfillment for participants in incentive programs.

(Eggleston, col. 5, lines 47–54). In Eggleston, a sponsor is prompted to select a pre-existing incentive program or the sponsor may elect to build a program. (Eggleston, col. 29, line 29 – col. 32, line 20). Fig. 11 in Eggleston depicts the incentive program building function. As part of the setup process, the sponsor enters parameters for the selected program. (Eggleston, col. 31, lines 7–9). After the program has been initially configured, "[w]hether the sponsor purchases a pre-packaged incentive program or chooses to build an incentive program, the completed incentive program is **downloaded to the sponsor for installation on a web site of the sponsor.**" (Eggleston, col. 14, lines 50–53)(emphasis added). Once the incentive program has been downloaded and installed, the sponsor provides a link to the sponsor's website to the host. (Eggleston, col. 19, lines 20–21 and 49–50; col. 30, lines 6–9). As indicated in Eggleston, "[t]he sponsor database is updated to reflect the presence of the new incentive program, and the sponsor site 194 is updated to include a link to the new incentive program." (Eggleston, col. 14, lines 53–56). The host system then updates the consumer directory of the consumer site to link to the incentive program installed on the sponsor's own web site. (Eggleston, col. 15, line 66 – col. 16, line 2; col. 19, lines 49–52; col. 26, lines 62–65). In addition, Eggleston discloses that "the host computer updates the consumer home page of the consumer site to reflect the presence of a new incentive program and a link to the new incentive program." (Eggleston, col. 19, lines 26–29). In other words, Eggleston discloses an incentive program system where a sponsor purchases incentive programs from the sponsor site of the host, and then downloads the program for installation on the sponsor's own web server and provides a HTML link to the site back to the host. A consumer can then access the incentive program installed on the sponsor's web server via a link in the consumer directory of the host's consumer site.

Amended independent claim 1, however, comprises elements neither disclosed nor suggested by Eggleston. Claim 1 recites, among other things, a **platform** for providing access to

a resource of programs **through** one or more interfaces via a network. Fig. 1 illustrates an exemplary embodiment of the platform 101. The platform is accessible by at least an administrative interface 104, a site coordinator interface 106, and a participant interface 108, all of which interface with the platform 101. As demonstrated in Fig. 1, it is the platform that permits access to the programs, in a centralized manner, to administrators, site coordinators, and participants. (See also Specification, [0041]). The programs are set up and managed by administrators and site coordinators through the platform and the participants participate in the programs through the platform, as the programs are executed and operated on the platform 101. (See Fig. 1). As noted above, **Eggleston teaches away from a centralized platform, as Eggleston discloses that a selected program must be downloaded to the sponsor's own web server, such that each sponsor's program is on its own web server and not in a centralized location.** (Eggleston, col. 14, lines 50–53). The system of claim 1 allows a platform administrator to administrate all of their programs on the platform via the administrative interface, regardless of the number or location of customers, an advantage Eggleston cannot provide since the programs in Eggleston run on each sponsor's own web server. Eggleston only discloses **storing** files on the host computer, with the files containing code for implementing a consumer site, a sponsor site, an award site, as well as storing a consumer database, a sponsor database, and an award database on the data storage device of the host computer. (Eggleston, col. 12, lines 12–17). However, as described in Eggleston, program execution and operation does not occur in Eggleston until a program has been downloaded and installed on the sponsor's own web server.

In addition, Eggleston fails to disclose the interfaces recited in amended independent claim 1. While Eggleston provides a consumer web site for a consumer to access an incentive program (col. 12, line 21 – col. 14, line 5), **it fails to additionally disclose or suggest the combination of a resource of programs accessed via the platform, an administrative interface accessing the same platform and a site coordinator interface accessing the same platform.** Eggleston instead provides a single sponsor website that includes a limited "directory" of administrative functions such as viewing samples of prepackaged incentive programs, buying a prepackaged incentive program, building an incentive program using the host system's incentive builder program (Eggleston, col. 14, lines 6– col. 15, line 15; col. 29, lines 21–38), and viewing information regarding the sponsor and participants, such as the programs

the sponsor offers, the prizes associated with the program, and demographic information regarding program participants (Eggleston, col. 18, lines 32–63). The administrative interface of claim 1, however, permits an administrator to, among other things, access the programs, select for a client a particular program, configure the selected program, track the configured program and **consolidate client accounts of two or more programs of the client or consolidate participant accounts of two or more programs in which the participant is enrolled**, as incorporated from dependent claim 10. Contrary to the Examiner's assertion, Eggleston does not disclose or suggest the consolidation of client or participant accounts. Instead, Eggleston at col. 35, lines 3–20 as cited by the Examiner describes the building of a combination of incentive programs, rather than a consolidation of client or participant accounts. For these reasons, Eggleston fails to disclose or suggest each and every element of the administrative interface of amended independent claim 1.

As noted above, Eggleston also fails to disclose or suggest a site coordinator interface. Eggleston places the limited sponsor functions, as described above, in a single "directory" of available functions. Amended claim 1, however, recites a site coordinator interface that permits the site coordinator to, among other things, access a particular program, support the particular program of the client, administrate the particular program, track progress of the particular program, **issue discretionary awards** for the particular program, **export data** from the particular program, **calculate awards** relating to the particular program, and **fulfill orders** of the particular program, as incorporated from dependent claim 2. Eggleston fails to disclose a site coordinator interface with these elements and the Examiner does not cite to any portion of Eggleston as disclosing these elements.

In the Office action, the Examiner equates the administrative interface with the client or sponsor interface. However, as noted above, the administrative interface is a separate and distinct interface. Independent claims 1 and 25 have been amended to recite that the administrative interface functions to permit the administrator to access, select, configure, track and consolidate. In addition, independent claims 1 and 25 have been amended to recite that the site coordinator interface, which is different than the administrative interface, functions to permit the site coordinator (who is different than the administrator) to access, support, administrate, track, issue, export calculate and fulfill. In addition, independent claims 1 and 25 have been amended to recite that the site participant interface, which is different than the administrative and

site coordinator interfaces, functions to permit the participant (who is different than the administrator and site coordinator) to access and review.

In summary, the three interfaces are separate and distinct elements which permit access by three separate and distinct persons. Eggleston does not teach these three separate and distinct elements or the separate or distinction persons or the combination thereof, as recited by the claims. Unless the Examiner can cite a reference with all separate and distinct claim elements, each of which having the recited functions, the rejection must be withdrawn.

Applicants therefore submit that the cited reference fails to disclose or suggest each and every limitation of independent claim 1. As such, amended independent claim 1 and its dependent claims 2–24 are allowable over Eggleston for at least the reasons stated above and rejection of the claims under 35 U.S.C. § 102(b) should be withdrawn.

The Examiner rejects amended independent claim 25 and its dependent claims 26–47 for the same essential reasons given for the rejection of claims 1–24. Applicants submit that claims 25–47 are allowable for at least the same reasons given above for the allowance of claims 1–24 and as such, rejection of claims 25–47 under 35 U.S.C. § 102(b) should be withdrawn.

**Claims Rejections under 35 U.S.C. § 103**

Claims 11–12, 34–35, 69 and 79 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Eggleston. Applicants submit that dependent claims 11–12 and 34–35 are allowable for at least the same reasons given above for the allowance of independent claim 1, from which claims 11–12 depend, and independent claim 25, from which claims 34–35 depend. As such, rejection of claims 11–12 and 34–35 under 35 U.S.C. § 103(a) should be withdrawn.

Claims 69 and 79 have been canceled in this Amendment.



**Conclusion**

Applicants submit that the claims are allowable for at least the reasons set forth herein. It is felt that a full and complete response has been made to the Office action and, as such, places the application in condition for allowance. Such allowance is hereby respectfully requested.

Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited aspects of the invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

**Applicants wish to expedite prosecution of this application. If the Examiner deems the application to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the application in condition for allowance.**

The Commissioner is hereby authorized to charge any deficiency or overpayment of any required fee during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

/Frank R. Agovino/

Frank R. Agovino, Reg. No. 27,416  
SENNIGER POWERS LLP  
100 North Broadway, 17th Floor  
St. Louis, Missouri 63102  
(314) 345-7000